BROOKLYN WATER SCANDAL.

ARGUING FOR A CONTINUED INJUNCTION.

MR. GAYNOR EXPLAINS THE PLOT TO SWINDLE A CITY-AFFIDAVITS FILED.

Justice Eartlett in the Special Term of the Kings County Supreme Court yesterday listened to the arguments on the order to show cause why the temporary injunction granted by Justice Cullen on December 27, restraining the Mayor, Auditor and Controller of the city of Brooklyn from carrying out their contract of December 22 to purchase the Long Island Water Supply Company, should not stand, pending the trial of the action brought by William Ziegler. When the case was opened Corporation Counsel

Jenks on behalf of the defendant officials, presented an affidavit of John P. Adams, Commissioner of City Works, in answer to one by Benjamin Rausch, who said that Mr. Adams told M. L. Towns and himself that he knew of no connection between the city mains and those of had been passed, for the story is that changes the water company. Mr. Adams says that in October he met Mr. Towns, who told him of the rumor that the mainst had been tapped, and he asked Towns where it was, and Towns refused to tell, although he said he could furnish a Magram which would show The exact spot. The next day he sent a note to Towns requesting the information, and again on the following day. Mr. Towns declined to give the information, intimating that he must have a fee, as it was a legal case. Mr. Adams refused to pay any fee. became convinced that there was no truth in the assertion. The Water Purveyor made the connection at Manhattan Junction on his own au thority, as he had a right to do, and no permits for digging up the street were required by the person doing it, for he was accustomed to dig in the streets whenever necessary to repair sudden

Samuel A. Livingston, the superintendent of the water company, swore that the company had not uniformly refused to extend its mains as E. J. Granger had said, but had done s whenever the locality warranted the expense.

In reply Mr. Gaynor, counsel for Mr. Ziegler. presented another affidavit of Elihu J. Granger, saving that he had examined a map made by Livingston, which purported to show the present plant of the company, the black and blue lines on which, Livingston swore, represented correctly the pipes and mains of the company. Mr. Granger identified the pipe indicated by blue lines as small pipe, running from one to two inches in diameter.

Peter Milne, in addition, swears that he examined the map and measured the blue line and found that the pipe indicated by it was over eleven miles long. He says that his estimate of the value of the plant at \$250,000, read on Monday, was based on the theory that the company owned the mileage of pipe which it had said it did. He further swears that by the man he finds only thirty-four and one-fifth miles of pipe, all told, including the small pipes indicated by the blue lines, and that the size of the mains was indicated on the map as follows fifteen miles of 6-inch pipe, four miles of 8-inch pipe, seven-eighths of a mile of 12-inch pipe, and three miles of 16-inch pipe. In the eleven miles of pipe indicated by the blue lines there were no fire hydrants, and they would not bear fire

The last affidavit was that of Wi'liam Ziegler the plaintiff, who swears that on Monday, with his attorney, he went to Commissioner John P Adams, and asked for all pagers relating to the connection of the mains of the two systems, and was told that there were no such papers in the Commissioner's office. He then went to the office of the Water Purveyor. Mr. Hawkes was ab cent, and his deputy. Mr Hangerty, refused to show the records and said he must see Mr. Hawkes. He waited all the afternoon, but the Purveyor did not return. The deputy would neither affirm nor deny that there were any such Mr. Ziegler takes up the affedavit of Mayor Chapin and says that it is not true that city would not be obliged hereafter to lay mains and put a plant in the Twenty-sixth Ward, for the water company's mains cover only a small part of the territory of the ward. He says test the city refused to purchase the stock of the company until it passed to the present owners, and that then, or, as the Mayor says, eleven months ago, the negotiations were negun. The mpany furnish fire hydrants when it is able to pay 7 per cent dividends, he said, was weak, for the officials had the right to inspect the books of the company and see what the revenues were. Mr. Ziegler takes up Trecartin's detter to the Mayor and shows its false representations as compared with Trecartin's statement to the assessors. The details of these statements have already been

published in The Tritune. Referring to the statement in the affidavit of Controller Jackson that he used all the prudence in the negotiations that he would use in his private business, he expresses his belief that Jackson would not himself be willing to purchase the property for \$1,250,000. Mr. Ziegler finds fault with the secret character of the negotiations, and says that had Trecartin's letter been made public other citizens would have called attention to their falsity. The connection between the water mains and the city was unnecessary, if it were true, as declared by Livingston, that the static pressure of the water in the company's mains was greater than that in the mains of the Referring to the statement of Nevins that when he wrote the letter asking for the connection he did not know that the Twenty-sixth Ward system did not belong to the city, Mr. Ziegler says he does not believe the statement is true, for he is informed and believes that Nevins was connected with the sale of stock for \$70 a share, and was present on at least two occasions when the sale was being consummated and was in conversation with Staples, who paid for the He adds that the connection confessed by Nevens and the one charged in the moving papers were close together.

The argument of the case was then begun by William J. Gaynor, who said:

There are certain facts standing here that

There are certain facts standing here that would sustain an injunction in any ordinary case. It is a fact uncontradicted that one year ago the defendants refused to purchase. It is uncontradicted that when the Annexation act was passed the question of purchase was made a public issue, and the controller and anditor elected thereafter pledged themselves not to purchase. When the stock was purchased at \$70 a share a year ago, the negotiations began. They were conducted in secreey, motwithstanding the question had before been made a public issue. The facts stand out uncontroverted that the president put the value of the real estate at \$271,637 50, when the highest value is \$60,000. Three months before this same president awore that the same real estate was worth only \$15,000, and the stock worth \$62,500. To the Mayor he says the stock is worth \$62,500. To the Mayor he says the stock is worth \$62,500. My gracious! He did not see where he put his foot from day to day.

The Mayor says he was not deceived. His affidavit is the finest place of casuistry I ever saw. Instead of going into the market value he juggles with figures as to the future growth of the ward, forgetting that the plant does not cover one-eighteenth of the territory of the ward. On this map of the company's mains we find only twenty two miles of pipe that can carry hydrants. They were not deceived! Did they know this? If they did they do not show it here. The facts here will show that this company perpetrated one of the biggest frands ever practised on the city. I cannot go to the extent of saying that the officers were cognizant of it. Yet when the plaintiff, through his company average as courteous letter to these officials, setting forth these facts they did not even answer him. Under our system of government he had a right not only to know but also to advise and assist. This is a brief statement of the facts met by absolutely nothing except a casnistic argument. Now I will pass to a discussion of the law. system of government he had a right not only to know but also to advise and assist. This is a brief statement of the facts met by absolutely nothing except, a canistic argument. Now I will pass to a discussion of the law.

Mr. Gaynor then made a careful and convincing review of the law. He explained that the authority of eminent domain was simply given as a safeguard, an additional clause interjected into the act (mentioned in his address). and that the limit of two years (specified in the same act) applied to the whole.

Justice Bartlett asked: "Was any effort made to agree before the expiration of the two years?" and Corporation Counsel Jenks answered:

"No, not that I know of." Continuing, Mr. Gaynor said: There is an additional provision regarding the assumption of the \$500,000 of bonds. Think of making the city assume bonds worth eighty cents on the dollar; making it pay \$500,000 at all events for the property! When the Legishamre passed that act, fixing a price for these works, it did something that was unconstitutional. The price to be paid in such cases must be fixed by agreement on estimates, but this

Legislature which embraced more than one subject, and that subject should be expressed in its "Is there more than one subject in this bill?" be said. "If you say 'yes,' that ends it. It is unconstitutional. If you say 'no,' then we 'Is the subject expressed in the title?' .The first clause of the bill's title says the object is to annex New-Lots to the city of Brooklyn. The last clause of the title says, 'and for the acquisition and regulation of the water supply thereof." That means clearly enough the city of Brooklyn was to acquire and regulate the water supply. Instead of acquiring and regulating it the bill intrenches the water company on two leas firmly set against the city of Brooklyn and against the power of the city of Brooklyn to interfere with it. That is what the people discovered after t e bili

were made in it at the last moment. "This bill placed a breastwork around the water company and forbade the city from interfering with it in any way. I may add that if this clause giving the private corporation protection clause giving the private corporation protection and immunity is unconstitutional it must follow that the clause giving the city authority to pay these people for their plant is unconstitutional also. The law by a mere use of words created a great asset to this company and coerced the city into paying a great deal of money for the property. I consider this a question of so great moment that the injunction should be continued until the highest court passes upon it, for it will pass upon it.

I have nothing to do with any tribunal but, Mr. Gaynor, said Justice Bartlett, as the

this, Mr. Gaynor, said Justice Bartlett, as the lawyer finished speaking.
Corporation Counsel Jenks then began his argu-ment on behalf of the Mayor and the other de-fendant officials, saying that the law gave the Mayor and his associates the absolute right to

Mayor and his assented to buy the property.

"Wasn't the postponement of any attempt to my state that the right of emment domain might be evereised an invitation to the company to ask a higher price?" interposed Jus-

tice Bartlett.
"No." answered Mr. Jenks. "I will speak of that in a moment. The important point is the question of exclusive privilege."
"Or immunity," interjected the Court.
"Yes, immunity," answered Mr. Jenks, and went on: "This is neither a privilege nor immunity; it is merely a restriction which says you shall not supply water in this ward during the lifetime of the company. The right to supply water was a orivate one, which the Legisply water was a orivate one, which the Legis-lature had the right to give to or withhold from

fature had the right to give to or withhold from the city."

"But," said Judge Bartlett, "suppose another company was organized in the territory, would it enjoy that immunity?" "I'm coming to that," sail Mr Jenks. "The plaintiff is trying to show what the property was worth fifteen mouths ago to the steekholders, and does not at all think of considerations that led the Mayor to think it worth so much now."

worth so much now."

"Is that the question at issue?" said the Court.
"Isn't it what it should be bought for?"

"No." answered the Corporation Counsel.
"But," continued the Judge, "suppose you delegate a man to buy some property and he gives \$1,000 for it, and you say to him, it could have been bought for \$5.00." It is not a proper excuse for him to say, 'Mr. Jenks, you will make moner

for him to say, 'Mr. Jenks, you will make money out of it at that.' Doesn't the question come down to that?"
"Oh, very likely," said Mr. Jenks; "I think it does. But the plaintiff says this company misrepresented, and that it is extravagant to pay a sum for all the rights it has, just because that sum, when applied to the stock alone, makes it saving \$200.000.

price \$300."
Did the city buy anything that was not repreby the stock?" asked the Court. Jenks thought it did, but was not par-

cularly decided on that point. Justice Bartlett asked: "On what theory has the right to pay for this valuable privat the company has? The act does not the city the right to pay for this valuable privilege that the company has? The act does not say anything about that. It says it may buy what this company has."

"The city is restrained from entering the ter-ritory, and it must buy its way in," answered the Corporation Counsel.
"But you argue that the Legislature does not confer a privilege."
"Yes, but it was a restrictive liberation from

which they must buy," said Mr. Jenks. He then tried to show why the whistle was worth what had been paid for it.

nair of the Long Island Water Supply Company, and said that he would not discuss the questions that had been thoroughly gone over by Mr. Jenks that had been thoroughly gone over by Mr. Jenks the only spoke of the organization of the company, its valuable privileges under the contract with the town of New-Lots, and submitted that the city could not take these away, as it annexed the town subject to its obligations, it annexed the town subject to its obligations.

Mr. Gaveer, descriptions of the company, and the city could not take these away, as it annexed the town subject to its obligations.

Ex-Judge Arnoux closed the argument, and said

A BIG REAL ESTATE SALE.

PART OF THE O. L. JONES ESPATE IN UPPER BROADWAY BOUGHT BY T. C. EAST-

MAN FOR \$509,000.

The real estate belonging to the heirs of Oliver L. nes was offered for sale yesterday at the Real Estate Exchange and the most valuable section, consisting of os. 1.241, 1,243, 1,245, 1,247, 1,249 and 1,251 Broadway, and Nos. 48, 50 and 52 West Thirty-first st., was tought by T. C. Fastman, of No. 6 East Seventieth st., for \$500,000. Mr. Eastman's purchase includes the operty known as the "White Elephant," which will low be torn down.

The property consists of small stores, and produces a rental of no more than \$20,000 a depth is 129 feet, but the space not rectangular; it contains about 11,500 square The property was offered by R. V. Harnett & Co. The heirs of the Jones estate, for whom it was sold, by L. J. Phillips, by a nod which the auctioneer took to represent \$10,000, but when the property was knocked down to Mr. Phillips he stated that his nod meant \$1,000 and not \$10,000. The property was again submitted to competition, when it was raised by \$1,000 bids to \$509,000, at which price it was knocked iown to L. J. Phillips, who is the agent for T. C. Eastnan, the president of the Dressed Beef Company. The price paid works out at \$45 a square foot-

For the same estate the southwest corner of Eightyfifth-st, and West Eud-ave, was offered; it is a plot 100x102; the bidding ran from \$47,000 to \$47,400. Mrs. R. A. Oakley was the buyer.

A plot on Fifty seventh st., between Tenth and Elevoth aves., forty one feet deep, sold to Oliver L. Jones

Mr. Eastman was seen last night at his home by a Tribune reporter and was asked for his reasons for seuring such a large and valuable piece of land.

"Do you intend to speculate with it?" asked the reporter.

"Oh, dear, no! I shall never sell it. The location is a fine one and I shall probably build on it in the is a fine one and I shall probably build on it in the spring. I did not bear that the land was for sale until day before yesterday, and I have hardly had time yes to decide just what I shall build. It will probably be an apartment-house with stores in the basement. Continuing, Mr. Eastman said that if he could get the land in the rear of his new purchase, frontling in sixth-ave. and in Thirty-first-st., at a reasonable figure he would buy it and purge it of rambling places. In case he does not build an apartment-house he will put up a building to order for any large firm who will move uptown and take a long lease.

FOR THE GRANT MONUMENT FUND.

The executive committee of the Grant Monument As sociation at its meeting yesterday afternoon was greatly several large subscriptions, including the numbelous open-ing of the Grand Army work, which Colonel Flave Clarkson announced by sending forward several subscriptions. The sommittee approved the proposed plan of a musical and military entertainment to be produced April 27 (General Grant's birthday), for the benefit of the monument fund, at the Madison Square Garden. This payeant, en-titled "An Allegory of the War in Song," will be superintended by its author, S. G. Pratt. A. B. De Frece has volunteered to sid the committee in making the adair a success. Mr. Dunean, the architect of the accepted deplans for soundings and excavations on the grounds at

Horace L. Hotchkiss, the treasurer, of No. 36 Wall. st., acknowledged the receipt of the following additional subscriptions: Mrs. B. B. Hotchkiss, \$1,000; A. B. Darling, \$500; J. H. Breslin & Brother, \$100; Robert Irwin, \$100. Through Commander C. G. Dobbe (Post

The first important steps in the contest over the will of Daniel B. Fayerweather, who bequeathed over \$2,000,000 to colleges and charity throughout the country, were taken before the Surrounte yesterday, and the first decision in the case was in favor of the contestant, Mrs. Lucy B. Fayerweather, the testator's widow. The case came up on two motions. One was by the coatestant for the appointment of an administrator pending the contest over the will, and the other was by the executors to require Mrs. Fayerweather to state the ground on which she contested the will with more exactness. They was ted a plain statement of facts giving the circumstances upon which she founded her contention that the will was obtained by undue influence and fraud. Surrogate Ransom denied that motion. Both sides consented to the appointment of Joseph L. Bulkley as temporary administrator, but Surrogate Ransom said that he would not make the appointment, even on consent of both sides, until . had examined the case. If he found upon examination that the administrator should be appointed he would name Mr. Bulkley for the place.

The courtroom was crowded with lawyers who were interested in the case when it was reached on the calendar. Ex-Judge William H. Annoux appeared for the executors, and Frederic R. Condert and D. J. Holden for Mrs. Fayerweather. Some of the colleges were represented as follows: Amberst by B. W. Hitchcock, Williams by Bangs, Stetson, Tracy & MacVeugh, Dartmouth by Horace Russell, Adelbert by W. F. Upson, Maryville by John E. Parsons, University of Virginia by R. C. Taylor, and Bowdoin by Butler, Stillman & Hubbard.

The motion to appoint Mr. Bulkley as temporary administrator was quickly disposed of as far as the argument was concerned, there being no objection to that motion Then ex-Judge Arnoux began the argument in favor of his motion to require Mrs. Fayerweather to make her objections more definite and certain. He said that his motion was unprecedented, as far as he knew, in New-York and Kings counties. He then referred to Mrs. Fayerweather's objections. He declared that they were founded entirely upon information and belief and did not allege a single fact to support her contention. Her statement, he said, sim ply contained some conclusions of law, which neight or might not be established by proof. Mrs. Fayerweather, he said, had lived with her husband nearly lifty years and she ought to be able to make more concise statements than to say that some one had told her that her husband was insome at the time he made the will. He closed his argument by declaring that Mrs. Fayerweather had evidently gone on a fishing excursion.

Mr. Condert, in replying, said that if Mrs Fayerweather's effort to obtain a reasonable share of her husband's estate was a fishing excursion, then there were certainly two such expedi-

"When Your Honor sees this paper," continued Mr. Condert, "you will see that it is fraudulent on its face, and you will say: 'I want to know something more about it.

Correcting himself, Mr. Coudert said that he did not quite mean that, and he would "take it back," but the concession, he said, would not avail the other side much, because the paper, under the law, was presumably fraudulent.

"An attorney of this court," continued Mr. Coudert, "has written himself an heir and put a million dollars in his pocket, contrary to the claims of kindred or charity. There is not a drop of common blood in his veins. The law says that the presumption is against the instrument, and the proof is upon the proponents. A mere suggestion of fraud is enough to warrant Your Honor in putting your foot upon it if it is fraud. The last codicil was written a few minutesperhaps hours-before his death. We were not Mrs. Fayerweather, it is conceded, was there. not there. Have we not the right to say there

Mr. Gaynor desired to correct a statement of Mr. Jenks's that all the plaintiff's actidavits were on information and belief. He made some decidedly positive statements of fact.

The case was then handed up. Justice Bartlett remarked that in such cases which prayed simply for an injunction pending trial, he would ordinarily decide at once, but he thought he ought to read all the affidavits and Mr. Pearsall's brief pefore giving a decision. He would decide the case today or to-fiorrow.

ant's papers were faulty."

Ex-Judge Arnoux closed the argument, and said that it was true that Mrs. Faverweather was not present when the last codicil was added to the will, but a niece was present, he said, and she had testified that her unele was competent to make a will. That fact, he declared, did not leave any ground for the presumption of fraud.

At the close of the argument, and said that it was true that Mrs. Faverweather was not present when the last codicil was added to the will, but a niece was present, he said, and she had testified that her unele was competent to make a will. That fact, he declared, did not leave any ground for the presumption of fraud.

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kind which had ever been presented to him. Such motions were sometimes made in commonlaw actions, but in this State the statutes governed such a condition of affairs as here presented.

"As I have read the law," he continued, "it requires that the Sucrogate shall satisfy himself that a testator has executed a paper freely, and that the allegations of the answer shall reasonably present the matters of doubt. The allegation of undue influence is affirmative and must be sustained by affirmative proof. I have little faith in precedents, and I see no reason for granting this motion. I will leave the responsibility of granting such a motion with the Appellate Court.

There were other developments in the car vesterday. It was announced that the Rev. Dr. William Lloyd, of the Central Congregational Thurch, Tifty seventh st. and Eighth-ave., had signed an affidavit making serious reflections on those present with Mr. Fayerweather during his last hours, and that the afloavit was in the hands of Coudert Prothers, counsel for the plaintiff, Mr. Faverweather's widow. Frederic R. Condert referred the reporter to D. J. Holden, one of the firm. Mr. Coudert would say nothing except that he had made no statement in which he promised some shocking and sensational revela tions when the case should be heard.

Mr. Holden was reticent, and would neither acknowledge the existence of Dr. Lloyd's affidavit nor deny it.

"But this will case interests the public very

much," the reporter said. "The public have had quite enough revelations about the case already, and will have to wait

till January 2s for further ones." H. B. Vaughan, one of the executors of the will. could not be found at his office, No 18 Ferry-st. It was said there that he had gone to Kentucky "I bought it because it was cheap," said Mr. East

It was said there that he had gone to Kentucky for a month. This information was afterward confirmed by T. J. Ritch, of Arnoux, Ritch & Woodford, lawyers, No. 18 Wall-st.

Mr. Ritch, who is also one of the executors, had not heard of the disclosure when called upon in the afternoon. He read the statement in the newspapers carefully, and then remarked; "This is a most extraordinary statement. It is wrong, however, where it states that I made out the coducil. I neither made it out, nor was I present when it was executed; in fact, I had not been in Mr. Fayerweather's house for a week previous to his death. The codicil was made out by my partner, General Stewart L. Woodford. With regard to the Rev. Dr. Lloyd being kept out of the bedroom, all I have to say is that, as Mr. Vaughan had been Mr. Fayerweather's right-hand business man for some years, it is not improbable that when it latter found himself shiping. business man for some years, it is not improbable that when the latter found himself sinking he would sooner use his time with his friend in urranging his worldly affairs, and leave the prayers to the end. Mr. Vaughan has gone to Kentucky for a month on business."

General Woodford, it was said at the office, was out of lown for the day.

out of town for the day.

The Rev. Dr. Lloyd was seen at his home, No. 253 West Seventy-first-st., and said that a sworn affidavit of his with regard to his treatment when he went to Mr. Fayerweather's house at No. 11

he went to Mr. Tayler, on the day of his death, was in the possession of Coudert Brothers.

"Mr. Fayerweather," he said, "had been a parishioner of mine for thirty years, and for the hast two years I had visited him every Saturday. On November 15 last I heard he was ill and went I have the property of as usual to see him. I reached his house at 4 p. m., but was asked to wait as he was very but the time. I was introduced and bowel to 3 at the time. I was introduced and bow Vaughan, who went upstairs to the sick Vaughan, who went upstairs to the sick-room waited till 7:30 p. m., when, at the advice Judge Maurice B. Beardsley, of Bridgeport, nephew of Mrs. Fayerweather by marriage, I ag Irwin, \$100. Through Commander C. G. Dobbs (Post sent up requesting an interview with my sent informed that he was then a conscious, and that my ministrations would be no avail. I went away but was told I should sent for as soon as I was wanted. Mr. Fayer

scheme starts out saying, "You may negotiate, but you must pay \$500,000 anyway, and if you can't gree you may acquire by right of eminent domain, but still you must pay \$500,000." The bill was so intainous that at the next election two of the officials had to pledge themselves not to carry it out. One is dead, the other is now doing what he pledged him self not to do.

The constitution, said Mr. Gaynor, provided that no private or local bill should be passed by the Legislature which embraced more than one sub-

ODDS AND ENDS OF POLITIES.

POWDERLY WANTS A THIRD PARTY. HE GALLS FOR AN ALLIANCE WHICH SHALL

"RUN THINGS" GENERALLY. Powderly, General Master Workman of the Knights of Labor, sent out a "special circular" to all labor organizations yesterday, calling upon them to representatives not only of the Knights of Labor but Which will improve the Western rate situation. decide upon the date to hold a conference between of the Farmers' Alliance and trade unions, to establish a third party which shall hold the balance of power in the National politics of the country. The circular, after quoting from reports of various committees, says, over the signature of Mr. Powderly

and Washington City the best place to hold the conference. When the Farmers' Alllance held its conference, when the Farmers' Alllance held its conference to organize a third party was circulated and signed by many of those who attended. That cell fixed upon Cincinnati as the place to hold the sessial, and February 23, 1891, as the date. At an informal conference of the officers of the Order of Knights of Labor and many of those who signed the call at Ocals, Fla., it was agreed to postpone the Cincinnati Conference until after the Industrial Conference could meet and agree upon its platform of principles.

In accordance with the action of the General Assembly by which I was instructed to "correspond with the presidents or other chief officers of other industrial and reform organizations," I place this matter before you with the request that you take action at once and notify me of the result. In view of the fact that nearly all organizations have recently held their annual conventions, it may be difficult to hold their annual conventions, it may be difficult to

action at once and notify me of the result. In view of the fact that nearly all organizations have recently held their annual conventions, it may be difficult to send delegates to another conference so soon, and I would surgest that the executive officers, or as many of them as can attend, make up this conference.

I suggest three dates on which to vote, and whichever receives a majority will fix the time of the assembling of this gathering, February 23, March 25, and July 20, the date recommended by a committee of the General Assembly.

I shall vote for February 23, for the reason that we will be enabled to meet and confer with the newly elected Congressmen who owe their elections to the laborers of the field and city.

This is a very important matter, and should receive exceedul attention. Every organization should take action and be represented, for it is not intended to be a Kulcht of Labor gathering or a conference of these representing one idea or section alone. All are invited, and all should be represented. Vote 6n the date, and, when they are in, the call will go out with as many names attached to it as vote upon it.

date, and, when they are in, the call will go with as many names attached to it as vote upon it.

FAVORING COMPULSORY VOTING

At a meeting of the James G. Blaine Republican Club of the Vith Assembly District last night, at No. 452 Grand-st., the Rev. I. M. Foster delivered an address on "The Privileges and Duties of Citizenship essage yesterday recommending legislation toward the making of voting on the part of all citizens ompulsory. He said in part: "I believe in refusing police protection to the man wife refuses to exercise ils franchise. Those who refuse to vote belong to the better class of society. In the last three Presidential elections 125,000 men in New Work State did not vote. At the least estimate 75,000 of these were men who were too absorbed in business to leave their counters and desks. They are enough to wrest power from low politicians and make the government pure-If this condition of affairs prevailed New York State would be overwhelmingly Republican, therefore I can heartify indorse this part of the Governor's message." Mr. Foster also spoke of the Election bill, and said he believed in it thoroughly. He did not think when it came to a direct vote that all the Senators who voted to lay It aside would vote against it.

INDIANA REPUBLICANS TO REGIN WORK FOR '92. Indianapolis, Jan. 6 (Special). The meeting of Republicans held here to-day to reorganize the State Cen ral Committee was largely attended. Governor steele of Oklahoma, and Russell E. Harrison were present telegraphed from Washington and was accepted. were two candidates for the place. John R. Gowdy and Marcus R. Sulzer. The former was elected. He is known in Indiana politics as one of the most valuable members of the Republican State Executive Commitree. It was decided that the headquarters of the cou-mittee should be at once reopened in this city and work should be begun in strengthening the party organiza-tion for the campaign of 1892.

FARMERS IN CONTROL IN NEBRASEA Lincoln, Neb., Jan. 6.-The Legislature organized a on to-day, the Farmers' Alliance having a cle majority and electing temporary follicers without trouble. C. H. Piertle, secretary of the state Cents committee of the Independent party, was elected as retary pro tem, of the Senate by a majority of or s. M. nider was elected temporary speaker of thouse, and Eric Johnson secretary. The temporal speaker is without education or experience, and turbulent session is confidently expected.

SOURCES CHANCES FOR RETURN TO THE SENATE ciympia, Wash., Jan. 6.—Senator Squire arrived from Washington this morning and will remain lare turing the Senatorial fight. A canvass for the Sen torship shows that squire has a good lead, but prob-duc not a majority. The Legislature will meet to

TO INDORSE THE ELECTION BILL. The Committee on Municipal Elections of the Republican Club held its regular monthly meeting at No. 450 Fifth-ave, has evening. Among those present were John S. Smith, chairman: Charles H. Murray, screenzy; Janes W. Hawes, William Brookfield, William Leary, Henry Hall, James A. Blanchard, Captain P. H. McNamen, president of the Irish-American Club, ex-A-semblyman L. S. Van Allen, Nathan Littauer, Joseph Pool, James S. Lehman and Colonel James A. Dennison. Reutine matters only received the committee's attention.

A general sentiment exists in the club that an organi-tion of such importance and influence ought to place self on record in favor of the passage of the Elections to this end a request has been drawn up and signed a sufficient number of the members, addressed sident Cephas Brainerd, requesting him to call a spe-cting of the club to take action regarding this imports newsure. The date designated for the meeting is Monday evening. President Brainerd will of course honor the call it is probable that some stirring speeches will be maand that resolutions will be adopted which will leave ne doubt about the club's the ough Republicanism or of

BOTH PARTIES WOULD LIKE THE FARMERS! HELP. Springheid, III., Jan. 6.—After a short sharp light the

Democratic State Central Committee has night re-shelted Delos B. Phelps permanent chairman. Three Farmers' Mutual Benefit Association representatives in the Legislature held a conference last night. At its conclusion would simply say they would prebably "stand together." It is under-tood that the Democrats, with the hope of cor-ralling their votes, will invite these men to join them in

At a secret meeting of Republican members, Chairman Partridge declared that something must be done to save depublicans from defeat. Several members suggested that the wisest plan seemed to be, not only in the election of United States Senator, but in Speaker of the House, to ominate either one of the Farmers' Mutual Benefit As--Cristion members, or some one identified with their in-terests. General Martin, ex-chairman of the Republican state Central Committee, made a vigorous speech taking th round indicated. Another conference will be held

TO SECURE A LARGE ATTENDANCE.

The regular bi-monthly meeting of the Lincoln Republican club of the XIXth Assembly District, was held had evening at No. 1,788 Broadway. A temperary Executive committee was elected to air up the members in their respective pirts of the city, in order that there may be a full attendance at the next regular meeting, when a permanent Executive Committee will be elected. James G.

The New-York Athletic Club has about decided to severe a new club-house, which will be not only more handome and spacious than the property club-house at Fifty.

Ifthest, and Sixtheaver, but in a more fashional is neighborare in favor of securing a site in the neighborhood of Pifti

plans and are relicent in talking about the project, saying that when property-owners flud that they desire their property for a clubhouse that they will put the price of the ground to an unreasonable limit. The matter of uring a new club-house has not as yet been officially acted upon by the Board of Governors of the New-York int yet many of the wealthy members are working i spected recently.

CLOSING PRICES OF CALIFORNIA STOCKS.

2000 - 2000 - 2000 - 2000 - 2000				
Yesterday.	To day		Yester	lay. To
Alta	.70	Navajo	*****	.15
Bulwer	1.03	Ophir		2.85
Best & Belcher, 2 10	.70	Potosi .		0.75
Bodie Consol			200000000000000000000000000000000000000	
Choller 1.95	TURNE	Sierra 3	evada	1.45
Con Pacific	2.55	Union (onsel	1.50
tua ta. v Va. 3.10				
Crown Point 1.60			Inchet. 1	
Fureka Con. 2.40			wealth	.90
Gould & Curry. 1.35			Queen	
Hale & Norcross 1.35			100	40 .
Mexican 2.20	0.05	North B		.70
	77000			7.00

RAILROAD INTERESTS.

WESTERN RAILROAD MEN ARRIVING. PREPARATIONS FOR THE MEETING OF THE AD-

VISORY BOARD TO-MORROW. The hotels yesterday began to fill up with the presidents and traffic managers of the Western roads, who are coming on to attend the meeting of the Advisory ourd, that will be held to morrow at the Hotel, in pursuance of the action taken at the house of J. Pierpont Morgan on December 15. There prom es to be a large attendance, and the few roads which may not be represented are understood to be in full ympathy with the objects sought to be attained. The officers of the Chicago and Alton and the Chicago, st. Paul and Kansas City purposely absent them-selves, but disparches from the West quote them as being willing to act in accord with any organization

There has been some fear that the controversy over the use of the Omaha bridge of the Union Pacific by the Rock Island and St. Paul companies might tend to mar the coming meeting. The two latter companies, however, disclaim the idea that this question will inerfere with an amicable treatment of the main issue President Roswell Miller, of the St. Paul, declined to give a reporter an interview yesterday. R. Cable, of the Rock Island, said: "I have great confidence in a favorable outcome of the general meeting. The agreement of the presidents will be carried out, and we will do our best toward that end. The Omaha bridge matter will be settled independently, upon its merits." There were late rumors in Wall Street that the Omaha

night that the situation was unchanged. President Miller, of the St. Paul, did not consult with the Union Pacific on the matter, but President Cable, of the Rock Island, met Jay Gould for an informal talk. An exended discussion of the subject led to no agreement. but it is not known to have increased hostility. The riends of the St. Paul and the Rock Island appear satisied to have the courts dispose of the dispute as it now stanes. They say that the contract for the use of the bridge was discussed by General G. M. Dodge and sidney Dillon, the former a director and the latter now president of the Union Pacific. The contract was draws up at the West, with Vice-President Holcomb and Chief of Construction Cameron, of the Union Pacific, taking part in the work. It was ratified by the teckholders of the Ution Pacific, and nothing is known of any meeting of the directors of that company since the overthrow of the Adams administration manded the repeal of the agreement. The tental paid w the St. Paul and Rock Island companies together amounted to about \$100,000, or 4 per cent per annum on the \$2,500,000 bonds which the Union Pacific was authorized originally to issue for the construction of the bridge. It is stoutly contended that the contract was a fair one, and it removed the danger of the bridge's having to meet a rival one, which the St. Paul and the Rock Island were prepared to const act in case ther could not agree with the Union Pacinc. The St. Paul Company has been using the bridge for freight traffic since last spring. In reply to the objection that the use of the bridge facilitated the Rock island opening a rival line to the Union Pacific the Missouri River, it is pointed out that the Union Pacific has been using under a traffic agreement that part of the Rock Island's line from Lincoln to Beatrice, Nehraska, which shortened the route of the Union meific considerable in reaching its Southwestern line are interested in the outcome of the meeting of the Advisory Board that the Union Pacific will decide, prior to the meeting, to restore the privileges under the bridge contract recently interrupted until any legal question regarding it can be settled in the courts

To-morrow's meeting of the Advisory floard will have the work of arranging the principles upon which acting as encouraging result from the mertin-Among those who were in this city yesterday besides sidents (table and littler were President Alien nvel, of the Atchison, Topeka and Sama Fe. President Marvin Hughitt, of the Chicago and Northwestern, Alient Keep, the other representative of that road the Advisory Board; Thomas F. Wallrew, counsel of Back Island, J. C. Stubbs, third vice president and

he meeting.

President Manyel was in consultation yesterday with
learner C. Magoun and others of the directors and oflears of the Atchison road. The Atchison people also
and an exchange of views with some of the Union
factile's chief men at the Western Union Building

THE UNION PACIFIC BRIDGE TROUBLE. NDICATIONS THAT IT WILL NOT SPAND IN THE

WAY OF THE PRESIDENTS' AGREEMENT. Chicago, Jan. 6 .- A dispatch received here from New York to day quotes President Cable, of the Rock Island, as saying that the trouble over the Union Pacific bridge contract was not of sufficient importance o be allowed to interfere with the proposed presidents' that the railway magnates are too much in earnest in their present movement to permit individual quarrels to upset their plans. It is believed here that the agreement will be put into effect, whether the Bock Island and the St. Paul succeed in fixing up their difficulty

Said a general manager to-day: "The Eastern bank ers who are behind this movement will see that it goes through all right. Even though it may not amount to much when perfected, a failure to accomplish what has been undertaken would have a bad effect. The late depression of railway stocks has warned the own ers of the roads that something must be done to restore confidence in their properties. As a result, rates have seen advanced, and a conservative policy is being purned by lines that have been notonious as disturbers. the past. All the Western made terminating in Chi-naco, with probably one exception, have received instructions to keep within the provisions of the Interstructions to keep within the provisions of the Interstate Commerce law, and I believe they are doing it. How long it will last, of course, I can't tell, but Just jow it is as much as a railway officer's place is worth to cut a rate. It is a fact that there is less rate cutting now among the Western roads than at any time since pacing was abolished. The forling that has brought about this state of affairs will also put into excention the plans for a presidents' agreement, to embrace all the reads between Chicago and the Rocky Mountains. Omain, Jan. 6. A dispatch to "The Bee" from Beatrice, Neb., says the way between the Union Pacific and Rock Island, tired of waiting for orders, withdrew its engines from the Union Pacific tore up all connection with the Rock Island, and placed a guard over the switches.

RECEIVERS FOR ATLANTIC AND DANVILLE. Norfolk, Va., Jan. 6 (special).—The Atlantic and Danville Railroad Company is in receivers' hands. On January 3 a bill of complaint was filed in the Circuit Court of the United States in this city by B. Newgrass & Co., bankers, of London, against the railway company for payment of a judgment against it for \$362,836 63 rendered in their favor on January 1891. The complainants say that the Atlantic and Danville has no interest in any personal property that can be subject to levy, so that the process is unavoldable. The money for which the judgment was rendered was advanced by Newgrass & Co. for the payment of employes, the maintenance, repair and improvement of the roadbed and other of its property, and to make provision for interest obliga-tions of the company. The bill states that a mortgage has been given to the Mercantile Trust Company of New-York by the Atlantic and Danville Railroad Com pany on all its franchises and property to secure the payment of certain bonds; that the complainants are bona fide holders of more than \$3,000,000 in sonds, estimating them at their par value; that the earnings of the road are not adequate to meet the interest which matured on October 1, 1890, and that default will certainly be made in the payment of those next maturing on April 1, 1891.

In response to the pelition an order was entered granting the prayer of the complainants, and appointing B. Fielding, of New York, and Charles H. Cromwell, of Portsmonth, Va., as receivers of the company and M. F. Pleasauts, of Richmond, master.

SALE OF A ROAD ORDERED. Nashville, Tenn., Jan. 6 .- Judge Jackson, in the

United States Circuit Court, in the case of the American Loan and Trust Company against the Decatur, Chesa peake and New-Orleans Railroad Company, has ordered the road to be sold, and decreed that the i tervening creditors shall turn over the property at tached in the State suits as a condition of interven-MADE MANAGER OF TWO ROADS.

Mr.

Chicago, Jan. 6 .- A. M. Tucker has been appointed general manager of the Chicago and Eric and the New York, Pennsylvania and Ohio railways, Tucker has been general superintendent of the latter road for several years.

STATION AGENTS TO DEMAND BETTER PAY.

Is guaranteed purely vegetable. Cures all blood affections and skin diseases produced by impure blood. This certifies that my child, 19 months old, was affilied with a very lad skin disease of the face, eves and inside of the nose. The face was covered with matterating sora, and his eyes were swellen shat on account of the sore on the cyclids, and his nose was discharging matter and was full inside of the sores. I gave him the Cactus Ricold Cure for four weeks, and to-day my labe. Blood Cure for four weeks, and to-day my haby is en-tirely well. Mrs. J. KENNY, 145 East 126th-st., N. Y. The Cactus Blood Cure has positively cured numerous cases of Scrafala and Salt Rheum in one mouth time where all other blood purifiers have failed.

Contains no Iodine. Potash. Blue

Vitriol, Mercury or other mineral.

Pronounced by leading phy iclams of New-York the great thood cure known. Send for descriptive book containing indorsements of Reverent Causette Patners, promises, physicians, and many cured in New-York. Sold by Drag-gists. ALVA'S BRAZILIAN SPECIFIC CO...

of the pay which they were receiving before the recent cut If the demand is not complied with a strike will result widge dispute had been settled. It was learned last

RATES BETWEEN CHICAGO AND BUFFALO. Chicaro, Jan. 6 (Special).-The Central Truffic Associaon Passenger Department has the elements of a rate was a hand. The cause is the second-class rate between Calcaco and Buffalo. The Nickel Plate makes a serate to Buffaio of \$0.50, the Chicago and Eric \$10.25 and the standard lines \$11. The Nickel Plate tickets are self through scripers and are honored for first-class passage to Fosterij over the R and O. and thence to Budale over the Nick-i Plate, which has no second-class accommodations. The Chicago and Eric, seiling straight a cond-class, tot urally objects to charging a higher rate and the standard lines agree that the Nickel Plats differential is too large. An attempt will be made to settle the matter by arbitration,

Chicago, Jan. 6 (Special). Competitors of the St. Paul road hold that the Moyers came deal at Kansas City is still in force. They have the charge on the following figures. in force. on cattle shipments castbound from Kansas City for December: Atchison, 528 cars; St. Paul, 657 Wabash, 270; Rock Island, 63; other reads, non? is the first charge of rate-cutting made since the formation

A LITTLE CONSOLIDATION STORY. Chicago, Jan. 6.-An afternoon paper says that ne gotiations are in progress and nearly completed for a consolidation of the Atchison, Topelm and Santa Fe and the Missouri Pacific railroads.

of the Southwestern pool.

HE RESIGNED UNDER PROTEST

WHY PRESIDENT ADAMS LEFT THE BARNE. GAT PARK CO.

GREAT SCARCITY OF FUNDS THE PRESENT CAUSE OF TROUBLE WHAT HAS BELOME

OF THE MONEY! The Barnegat Park riot having been brushed aside. the main point now at issue is, What has become the company's funds! Lieutenant Farrow said on Monday that instead of finding \$35,000 in bank, as he had expected, for he knew that according to the books

that was the proper balance, he found only forty-live dent Robert B. Roosevelt, Jr., of the Holland Tru-Company, which had large interests in the park, and the result was that Adams was incontinently bounced." Adams-Orson Adams-was then president of the Carnegat Park Company, invested with the sole power of signing checks and guardian of the corporate seal. pany, thought it his business and his duty to look after the funds, consequently when his books showed that there were fands on hand to the extent 835,000, and the bank showed that there was only 45 cents, a considerable disturbance ensued.

The Lieutenant instantly resigned the freasurership, nations were accepted on December 30. Robert B Roosevelt, jr., succeeded Mr. Adams. Lieutenant Farrow retains the secretaryship, but there will be a new treasurer to-day. The company holds a reorganizat meeting at the park this afternoon, at which an effort will be made to straighten out the tangles. A Tribune reporter called at the office of the comnany vesterday to learn something of the "bounding" of President Orson Adams. That act seemed to be & very sudden piece of business. Only the vice-pres

he had made up his mind to say not a word. Several reporters had been turned away by the oft-repeate I do not care to speak of that matter." "Mr. Conkling," began The Tribune representative,
"I have but one inquiry to make. Did Mr. Adams a

dent was in-M. W. Conkling, formerly president-and

voluntarily resign the presidency, or was he forced "I decline to answer that question. "I insist that you do answer it," said a voice the came from the region of the door. A tall, muscular, handsome man, with a full black beard, had entered

"If you do not answer that question," he continued,

"But how shall I answer it?" said Mr. Conkling. I think we've given this matter publicity enough. Tell this gentleman the truth, and the truth only. I insist upon it. By declining you cause him to draw but one inference, you convince him that Adams was kicked out of the company. As Adams's friend, I cannot stand by and hear you dodge this question.

"But I am in a peculiar position," pleaded Mr. Conk-"I don't think it wise to-oh, what do you ad vise me to do as my lawver to

"But I am not your lawyer."

"Well, sir," said Mr. Conkling, turning to the astonished reporter, "Mr. Adams resigned under pro-"Which," said the reporter, "is equivalent to being

Answer this gentleman's question. If you don't

"I repeat," said Mr. Conkling, "that Mr. Adams esigned under protest," "Did he leave any of the company's funds with the

Holland Trust Company !" "We have an account there," you any funds there!"

We have an account there."

Lieutenant Farrow says it is only forty-five cents.*
 We shall probably know just flow much it is to day at the reorganization meeting."
 Have you brought any action against the New Yor3 improvement Company?
 Not yet.*

"Not yet."
"Do you think that company has been overpaid!"
Yes, and we have no idea how much work has done. We have asked for statements, but could never get them. The work has never been accepted by our engineer, but we have been paying for it right shows." Coulding was evidently much worried.

that Mr. Roosevelt would be re-elected president to-day, and Lieutenant Parrow secretary. N. S. Battley, manager of the New York Improve-ment Company, said very quietly, in reely to Mr. onkling's statements:
"We think Mr. Conkling is in error. Everything

will be amicably settled to day."

The man that persuaded Mr. Conkling to talk ts, after the Holland Trust Company, the largest confits of the Barnegat Park enterprise, holding a second mortgage on the property.

TO LOOK INTO THE GERMANS' COMPLAINT.

Trenton, N. J., Jan. 6 (Special).-Governor Abbett eccived a communication to day from Secretary Blains requesting him to investigate the complaint of a number of scamen employed on the steamship Elbe, of the North German Lloyd line. The seamen had a little ast October, and the Hoboken police, they say, boarded her without a warrant and arrested the men They were locked up and fined. On their next trip to Germany the seamen complained to the authorities that they had been outrageously treated by the Hoboken officials, and a statement of their grievance was mailed to the German Mister in this country. Governor Abbett will have a thorough investigation of the affair made.

HE HAD BULLETS, BUT NOT MONEY.

Luke Chue, a laundryman at No. 518 Eighth-ave., and Lung Pol, a laundrynan at No. 411 East Thirty-sixth-st, decided to go into business together at the Lighth-ave. place. Lung Pol refused to stand his share of the expense, and yesterday morning he went to Luke Chue's place and, pulling out a 38-calibre revolver, began shooting at Chue. Two of the bullets passed under Chue's arm and one whistled past his ear. The noise of the shooting attracted the attention of Officer Lee, of the Precinct, who entered the laundry and placed Kansas City, Jan. 6 (Special).—There is a report here under arrest. In Jefferson Market Court Justice McMatthat the station agents of the Chicago and St. Paul road hon held Pol for trial on a charge of attempted felonious